

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2012-25

### A RESOLUTION APPROVING AN ACTIVITY CONTRACT WITH BUCK WILD MECHANICAL BULLS LC FOR 2012 BUTLERVILLE DAYS

**WHEREAS**, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 12 June 2012 to consider, among other things, approving a contract for services, and amendment thereto (collectively, the "*Agreement*"), with Buck Wild Mechanical Bulls LC ("*Contractor*") whereunder the City would retain Contractor to provide a mechanical bull riding activity at the City's 2012 "Butlerville Days" community celebration on the terms and conditions specified in the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

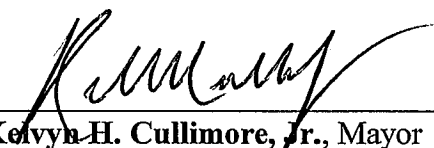
**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the attached Agreement with Contractor is hereby approved and ratified, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.


This Resolution, assigned no. 2012-25, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 12<sup>th</sup> day of June 2012.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By   
Kervyn H. Cullimore, Jr., Mayor



  
Linda W. Dunlavy, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 12<sup>th</sup> day of June 2012.

**RECORDED** this 12 day of June 2012.

579054.1

**Buck Wild**



**Mechanical Bulls**

**CONTRACT FOR SERVICES**

**WITH:**

**CITY OF COTTONWOOD HEIGHTS**

**Representing:  
BUTLERVILLE DAYS**

**JULY 24, 2012**

**THIS CONTRACT** is entered into on the 12<sup>th</sup> day of June, 2012 by and between ***Buck Wild Mechanical Bulls LC***, a LLC of the State of Utah, hereinafter referred to as the "Contractor", and the city of ***Cottonwood Heights***, hereinafter referred to as "City."

**WITNESSETH**

**WHEREAS**, City desires to procure a contractor to perform mechanical bull rental services for its "Butlerville Days" community event (the "Event") on park grounds near Butler Middle School (approx. 2700 East 7500 South, Cottonwood Heights, UT); and

**WHEREAS**, City has completed necessary steps for retention of professional and other services under applicable City policies; and

**WHEREAS**, the City has agreed to engage the Contractor, and the Contractor has agreed to contract with City performance of services as described, and according to the further terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and City do contract and agree as follows:

**1. Scope of Services**

The Contractor shall perform for City the following described services (the "Services") in connection with the Event:

Buck Wild Mechanical Bulls will set up two mechanical bulls, landing pad and operating station. The operators will operate the mechanical bulls for the duration of the event. The operators will take down the mechanical bulls, landing pad and operating station after the agreed time has expired. Except as otherwise provided in this agreement, this is the extent of the Services agreed to by the Contractor.

**2. Time of Performance**

In performing the Services described in this Contract, it is mutually agreed that time is of the essence.

The Contractor shall begin operating the bulls at 3:00 pm on July 24, 2012 and work shall be completed at 10:00 pm on July 24, 2012. Any additional time spent performing the Services will be added to the total bill at a cost of \$250, Two Hundred and Fifty dollars per hour.

### 3. Compensation; Time of Payment

For Services to be performed hereunder, City shall pay the Contractor the amount of **\$1,800; One Thousand Eight Hundred Dollars** to be paid before the agreed time of performance.

### 4. Security Deposit

City shall send a non-refundable security deposit in the amount of **\$500; Five Hundred Dollars** to secure the date and time specified. If the deposit is not received at least four weeks prior to the Event, the Contractor is under no obligation to reserve the specified time and date. The security deposit will be applied to the total amount.

### 5. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner. In the event of a mechanical failure the Contractor shall refund City for the remainder of the agreed time at a pro-rated amount.

### 6. Notices

All notices or other communications arising hereunder shall be sent to the following:

<City>

<Contractor>

**Ann Eatchel**

**Buck Wild Mechanical Bulls**

**aeatchel@cottonwoodheights.utah.gov**

**cowboyup@buckwildbullriding.com**

**801-944-7000**

**801-359-0440**

**c/o 1265 East Fort Union Blvd., #250**

**975 East 800 South**

**Cottonwood Heights, UT 84047**

**SLC, UT 84102**

### 7. Assignment

This Contract may not be assigned without the express written consent of both the Contractor and City.

### 8. Applicable Law

This Contract shall be governed by and construed in accordance with the applicable laws of the State of Utah.

## **9. Insurance**

Contractor shall maintain in full force and effect a broad form comprehensive workmen's compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Event Services (i.e.—whether equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of \$100,000 combined single limit. Contractor shall cause City and its officers, employees and other designees to be named as additional insureds under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three (3) days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry.

## **10. Hold Harmless Undertaking**

Contractor agrees, covenants, and undertakes to indemnify, hold free and harmless, assume liability for, and defend City and its officers, employees, agents, servants and representatives (collectively, the "Indemnitees") from any and all losses, costs, and expenses, including but not limited to monetary damages, attorney's fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums, that any of the Indemnitees may incur, face, pay or become obligated to pay on account of any, all, and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of any of the Event Services. The foregoing indemnities, etc. shall not, however, be deemed to waive or modify any rights, defenses, protections or limits of liability of City against third parties under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. § 63G-7-101, *et seq.*).

## **11. Liability Release**

Before the Event, (1) Contractor shall modify its standard written liability release form ("Release") to include all of the Indemnitees (i.e.—City and its officers, employees, agents, servants and representatives) as additional parties who, together with Contractor, are affirmatively released from all liability and other claims accruing to, or asserted by, any rider ("Rider") of the Contractor's equipment at the Event; and (2) submit the form of the Release to City for approval or modification. Throughout the Event, Contractor shall require every prospective Rider, and the parents or legal guardians of any and all minor Riders, to sign a Release in the form approved by City.

## **12. Age Standard**

Contractor shall not allow anyone under the age of 3 years to be a Rider at the Event.

**Name (in print): COTTONWOOD HEIGHTS, a Utah municipality**

**Signature:** \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**Attest:** \_\_\_\_\_  
**Linda W. Dunlavy, Recorder**

**Date: June 12, 2012**

**Name (in print): Buck Wild Mechanical Bulls LC, by Anthony Newman**

**Signature:** \_\_\_\_\_  
**Nicholas Summer**

**Date: June \_\_, 2012**